

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FILED	LODGED
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MAY 17 2023	
CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA DEPUTY	

Terra Libre Land Trust
Agent Sterling Jay: Shaw
Air Jurisdiction

CASE No.

Plaintiff

3:23-cv-05135-DGE

v.

MOTION for ENTRY of DEFAULT

WELLS FARGO NA, D.U.N.S #053098145

Defendant

MOTIONS for ENTRY of DEFAULT

Plaintiff, Terra Libre Land Trust, requests that the clerk of court enter default against defendant, WELLS FARGO NA pursuant to Federal Rule of Civil Procedure 55(a). In support of this request, plaintiff relies upon the record in this case and the affidavit submitted with this motion.

Dated this 17 day of May, 2023.

Signed By: Sterling Jay: Shaw

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AO 91 (Rev. 11/11) Criminal Complaint

UNITED STATES DISTRICT COURT

for the

Western District of Washington

MAY 16 2023
UNITED STATES ATTORNEY
SEATTLE, WASHINGTONYohelca Cobu-MOTA
contract specialist

Case No. 3:23-cv-05135-DGE

United States of America

v.

SHANE P. GALE WSBA #57218
MCCARTHY & HOLTHUS LLP
WELLS FARGO NA D.U.N.S #053098145

Defendant(s)

CRIMINAL COMPLAINT

I, the complainant in this case, state that the following is true to the best of my knowledge and belief.

On or about the date(s) of MAY 16th 2023 in the county of King in the
State Washington District of Western, the defendant(s) violated:

Code Section

18 USC 241, 18 USC 242, 18 USC
245, 18 USC 2331 & 802, 18 USC
2339, 15 USC 1-3, 18 USC 175, 18
USC 1001, & 5 USC 3331 Oath of
Office, & RCW 43.01.020, 1787
Constitution for the United States of
America & 1878 Constitution of the
demonym State of Washingtonian.

Offense Description

United States Constitution Citation Criminal
Compliant for a Common law case breach oath of office and Breach of
Contract.

This criminal complaint is based on these facts:

Pursuant to, Supreme Court rulings and estoppel facts of assigned MERS contract. Which denied full disclosure,
violation of dues process, violation of Marbury V. Madison (1803), and violation of Constitutional guarantees of common
law under contract.☒ Continued on the attached sheet.

Complainant's signature

Sterling Jay: Shaw

Printed name and title

Sworn to before me and signed in my presence.

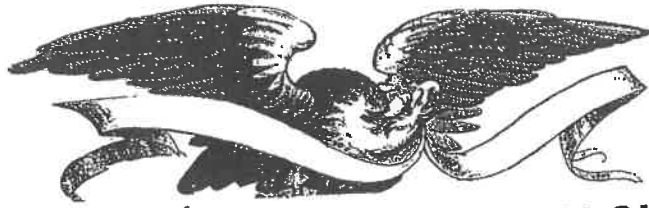
Date: _____

Judge's signature

City and state: _____

Printed name and title

THE LAW HAS ALWAYS BEEN ON YOUR SIDE - USE IT TO BUILD A BETTER, STRONGER AMERICA.



UNITED STATES CONSTITUTION CITATION CRIMINAL COMPLAINT AFFIDAVIT AND BRIEF OF INFORMATION

THE UNITED STATES District Court
(DISTRICT COURT, SUPREME COURT, HOUSE OF REPRESENTATIVES, SENATE JUDICIARY COMMITTEE, PRESIDENT, ETC.)
FOR THE DISTRICT OF (State) Washington
IN THE COUNTY OF Kitsap

UNITED STATES OF AMERICA

By (Plaintiff(s) / Accuser(s)

Terra Libre Land Trust
Agent Sterling Jay Shaw
Air Jurisdiction

VS. (Defendant(s) / Accused)

Shane P. Gale, WSPA # 57218
McCarthy & Holthus LLP

WELLS FARGO NA, D.U.N.S # 053098145

AND ANY UNKNOWN OTHERS.

Case Number

3:23-cv-05135

Date

Citation, Complaint,
Affidavit and Brief of
Information

Points of Law:

18 USC 4
42 USC 1986
U.S. Const.
5th Amend.
Just Comp.
10th Amend.

18 USC 241,242

All actions required by accusers/plaintiffs of the accused/defendants to avoid the consequences of this Criminal Complaint must present, in affidavit form, all objections by the defendants and must be presented within three months (90 days) from the issuance of this Criminal Complaint.

RECEIVED

MAY 16 2023

Y. Shoh A. Cabana
Contract Specialist

UNITED STATES ATTORNEY
SEATTLE, WASHINGTON

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON.

Terra Libre Land Trust

Agent Sterling Jay: Shaw,

Air Jurisdiction

Plaintiff

vs.

Shane P. Gale WSBA #57218

MCCARTHY & HOLTHUS LLP

WELLS FARGO NA, D.U.N.S #053098145

Defendant

Case Number: 3:23-cv-05135-DGE

***Criminal Compliant
In the Form of a
Writ of Habus Corpus
Pursuant to;
Constitutional Common law***

Criminal complaint:

The reason for the complaint is that the lower court and Western District Courts are ignoring the Supreme Court ruling and the Estoppel of facts. IT IS A FACT, in this case, that the "Note" and the "Assignment of Mortgage" was assigned to MERS, as nominee for the original lender. The separation of the "Note" and the "Mortgage" changes the status of the note from "secured" too "unsecured", or as was in this case PAID IN FULL. The Washington State Supreme Court ruled that MERS isn't considered a beneficiary under State Law September 3, 2012... thus the contract is VOID. (Emphasis added)

1. **Estoppel is an equitable doctrine**, a bar that prevents one from asserting a claim or right that contradicts what one has said or done before, or what has been legally established as true. Estoppel may be used as a bar to the litigation, re-litigation of issues or as an affirmative

statement of fact. It prevents one party holding another party to "their word or agreement" when such action is known as a fact in law.

2. The data provided herein fulfills the **"Estoppel Doctrine" requirement**. The following notice was provided to the collection agency... "Should you choose to proceed with any kind of collection or foreclosure process, **including any sale of the property...**we will assist this Veteran in filing a **"Commercial Tort Claim"** against all the parties who have participated in this title theft, for **eight times the amount**, plus fees and damages, as authorized under **42 USC 1983**, which states "...Any person who is deprived "of any rights, privileges, or immunities secured by the Constitution and Laws, by any entity under color of State Law, may bring action to seek redress...."

IT IS A FACT, in this case, that the "Note" and the "Assignment of Mortgage" **was assigned to MERS**, as nominee for the original lender. The separation of the "Note" and the "Mortgage" changes the status of the note from "secured" too "unsecured", or as was in this case **PAID IN FULL**.

Denied Full Disclosure, Violation of Due Process, Violation of required Contractual Constitutional Oaths & Violation of Our Common Law rights. Wells Fargo and co-conspirers profited from the unlawful sale of real property at 6703 Philipps Road Port Orchard, Washington, through the MERS system, The **Washington State Supreme Court** ruled that MERS isn't considered a beneficiary under State Law September 3, 2012... thus the contract is VOID. (Emphasis added)

3. This case IS **BONDED** in the amount of **\$6,400,000.00**. The court **MUST act as the "pass through agent**, terminating this case permanently, utilizing the bond to pay its expenses and to pay the remainder to free the property of all liens and encumbrances.

In US BANK, NA v Collymore... "when a mortgage is represented by a bond or other instrument, an assignment of the mortgage without assignment of the underlying note or bond is a nullity."

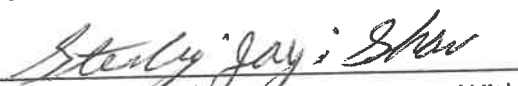
In Landmark National Bank v Kesler... **"MERS has no standing to foreclose** and is, in fact, a straw man." (emphasis added)

4. In Landmark National Bank v Kesler... **"MERS has no standing to foreclose** and is, in fact, a straw man." (emphasis added)
5. The **Washington State Supreme Court** ruled that MERS isn't considered a beneficiary under State Law September 3, 2012... thus the contract is VOID. (emphasis added)
6. In Wilhelm et al., case no: 08-20577-TLM ruled: "MERS, by its construction, **separates the Deed from the Mortgage.**" Thus the "Deed of Trust" is nullified. (emphasis added)

Conclusion and Remedies

The certified cured surety bond amount is \$6,400,000.00 (six Million four Hundred Thousand U.S. Dollars in Lawful Money"), which can be used by this court for remedy of this case.

Terra Libre Land Trust 3965 Bethel Road, #244, Port Orchard, WA 98366

By: 
Sterling Jay Shaw; Agent – Trustee Without prejudice, all rights reserved.

Bond No. 21-2-01837-18

SURETY BOND

\$6,400,000.00

In RE: to the Matter of: 21-2-01837-18 Terra Libre Land Trust, Agent Sterling Jay: Shaw vs WELLS FARGO BANK N.A. & AGENTS, QUALITY LOAN SERVICE OF WASHINGTON, MCCALLA RAYMER LEIBERT LLP; WELLS FARGO HOME MORTGAGE LLC, and any Agent thereof.

That I, <Sterling Jay: Shaw Lawful Man>, the undersigned, a fiduciary & Agent representing the real party in interest under as underwriter and Fiduciary for KEITH A GOULET, an corporate entity, and Keith Allan: Goulet, the living man, hereby undertake this bond, and hereby authorize and instruct the Secretary of Treasury to use the undersigned's exemption number 21-2-01837-18 in a sum certain to be specified by the Secretary of Treasury to underwrite any and all obligations of performance, loss and costs which may be sustained by the UNITED STATES, the State of Washington, or STATE OF WASHINGTON, and any political subdivisions thereof, up to the face value of this bond, Six Million four hundred thousand dollars, United States Dollars.

This bond is underwritten by the undersigned's full faith and credit, a tangible corporeal asset, the Secretary of Treasury is hereby authorized and instructed to recall, redeem, discharge and pay all bid, performance, payment, appearance, indemnity, AUTOTRIS, CUSIP and other bonds, securities, insurance, reinsurance and instruments of liability issued, called, cancelled and outstanding regarding the above noted Matter, and any other related actions, judicial or administrative, real or imagined, and replace same dollar for dollar per the afore said exemption.

The condition of this bond is that the Claimant has been injured under, USC TITLE 18 CHAPTER 13, 242 DEPRIVATION OF RIGHTS UNDER COLOR OF LAW, & 241 CONSPIRACY AGAINST RIGHTS; 42 USC § 1983, any person who is deprived "of any rights, privileges, or immunities secured by the Constitution and Laws", by any entity acting under the color of State law, may bring private action to seek redress". Such a charge has been brought forth in the matter of Case No: 21-2-01837-18.

Now therefore, Issued Pursuant to, CHXIV. State of Sept 15, 1789. 1 Stat. 68-69; Treaty of Oregon 1846, 22 USC 2657, 22 USC 2651a, 5 USC301, 28 USC 1733 et. Seq. 8 USC 1443(f), RULE 44 Federal Rules of Civil Procedures, Public Law. If the said undersigned shall well and truly make his personal appearance before said county of Affairs, or until discharge by due course of law, other wise this surety bond will remain in full force and effect. I am a Living American requiring pass-through services by the Fiduciary/Trustee.

THIS SURETY BOND INDEMNIFIES SAID PARTIES UP TO THE VALUE SPECIFIED HEREIN AGAINST ALL CLAIMS, DEBTS AND LIABILITIES INCURED.

STATE OF WASHINGTON
COUNTY OF KITSAP

I, DAVID T. LEWIS III, Clerk of the above entitled County do hereby certify that the foregoing instrument is a true and exact copy of the original now on file in my office.

In witness whereof, I have this set my hand and the seal of said Court this 1st day of July 2023.
DAVID T. LEWIS III, COUNTY CLERK

BY: *[Signature]*

Deputy

By order of:

Sterling Jay Shaw

Sterling-Jay: Shaw, Surety/Underwriter

Exemption ID # 21-2-01837-18

In care of: Sterling Jay: Shaw

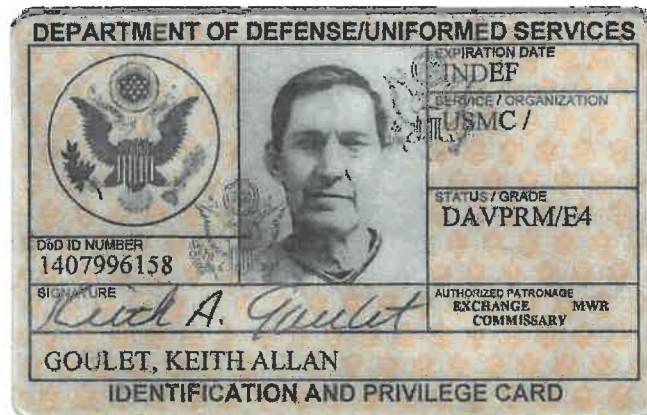
<P.O. Box 213 Woodinville, WA [98072] >

Non-domestic without the United States

IN WITNESS WHEREOF, the Signatory to this bond does hereby affix his respective hand and seal on this 1st day of July month in the year of our Lord two thousand and Twenty-twenty;

DD Form 2765 Benefits

The document provides access to a variety of benefits and services. These include legal assistance, Tricare, use of welfare and morale activities, education benefits, commissaries, etc. Eligibility for these privileges is usually limited to the categories of current and retired service members described above.



UNITED STATES DISTRICT COURT for the WESTERN DISTRICT OF WASHINGTON - TACOMA

Plaintiff / Petitioner: Terra Libre Land Trust On behalf of Goulet Property Estate Sterling Jay Shaw, Agent-Trustee	Case No: 3:23-cv-05135-DGE
Defendant / Respondent: WELLS FARGO BANK N A WELLS FARGO HOME MORTGAGE LLC PREMIERE ASSET SERVICES Kris Huber, Windermere RE West Campus	DECLARATION OF SERVICE

The undersigned, being first duly sworn on oath deposes and says: That he/she is now and at all times herein mentioned was a citizen of the United States, over the age of eighteen years, not a party to or interested in the above entitled action and competent to be a witness therein.

That on Wed, Mar 15 2023 at 10:26 AM, at the address of 1 HOME CAMPUS - F2303-01D FL 01, within DES MOINES, IA, the undersigned duly served the following document(s): Compliant for RICO , Breach of Contract in the above entitled action upon WELLS FARGO HOME MORTGAGE, by causing to be deposited 1 true copy(ies) of the same in the United States Mail at Tacoma, WA, first class mail in an envelope property addressed to WELLS FARGO HOME MORTGAGE at the address stated, with adequate postage affixed thereon.

Description:

WELLS FARGO HOME MORTGAGE

Documents mailed to Defendant from Tacoma Main Post Office at 1102 A St, Tacoma, WA 98402

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct:



03/15/2023

Shane Renecker PIERCE 25976

Date

Northwest Legal Process, LLC.
1910 4th Ave E Suite 34
Olympia, WA 98506
360-810-8009